

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost Contract		Page 1 Of 4	
2. Amendment/Modification No. 15		3. Effective Date 2002JAN11		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM 0 SANDY MCCARROLL (000)000-0000 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000 SCD A PAS NONE ADP PT SC1012		Code S2305A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-D-M051/0002	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000NOV16	
Code INLE2		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET INCREASE: \$3,500,000.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) CONSTANCE M. TUCKER TUCKERC@TACOM.ARMY.MIL (586)753-2019			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD 15	Page 2 of 4
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.		

SECTION A - SUPPLEMENTAL INFORMATION

1. This Modification 15 to Delivery Order 0002 is a bilateral modification.

2. The purpose of this modification is to incorporate a Government/Contractor agreement for the clean up of Hexavalent Chromium and/or Cadmium used in the production of vehicles and vehicle components under Delivery Orders 0002, 0003 and 0005 of Requirements Contract DAAE07-00-D-M051. The Government agrees to fund on a Cost, No Fee basis the correction of deficiencies for environmental issues related to Hexavalent Chromium and/or Cadmium hardware produced under Delivery Orders 0002, 0003 and 0005. As consideration, the Contractor agrees to permanently drop and forego any and all claims for an equitable adjustment related to the delay in performance due to the Stop Work Order issued in response to the GAO protest.

3. The contractor agrees to take the following corrective actions related to environmental issues under Delivery Orders 002, 0003 and 0005:
 - a. The contractor shall either remove and repaint, or replace all components with Hexavalent Chromium and/or Cadmium.

 - b. The contractor shall dispose of the Hexavalent Chromium and/or Cadmium removed from the vehicles and/or its components in accordance with applicable environmental laws and regulations.

 - c. The contractor shall replace all Cadmium fasteners prior to first Vehicle DD250.

 - d. The contractor shall assure that all hardware that is not corrected will be segregated, destroyed/disposed of in accordance with applicable environmental law and regulations. The contractor shall notify the Government no later than seven (7) days prior to destruction/disposal so that a Government representative may witness the destruction/disposal.

 - e. In accordance with paragraph C.3.10.1, the Contractor shall develop a Hazardous Material Program/Plan specifically addressing Hexavalent Chromium and Cadmium. This plan shall include the requirement to look for and identify additional substitutes or replacements for parts containing Hexavalent Chromium and/or Cadmium and provide a plan for cutting them into production. This does not relieve the Contractor of the requirement to comply with the requirements of C.3.10.1 relative to other hazardous materials.

 - f. The contractor shall also submit a report in accordance with CDRL A037, which is attached to this modification. This report shall include, at a minimum, a list of all parts reworked, as well as when the rework was completed. The report shall also include a list of parts disposed of and the disposal method.

 - g. The contractor shall ensure that the hardware has been corrected or replaced by vehicle 138 unless there are no known alternatives. The Government will consider a waiver in these situations on a case by case basis. Vehicles 1-137 shall be cleaned up/retrofitted at the direction of the Government. The Government agrees to pay for the clean up/retrofit activities and the contractor agrees to perform the clean up/retrofit activities under a future contract modification on a Cost No Fee basis.

4. The Government agrees to pay for the corrective actions as stated in paragraph 3. (a. through d.) above on a Cost, no Fee basis. Funding of \$3,500,000.00 is hereby provided for that effort and has been allocated to newly established CLIN 9002AA.

5. As a result of this modification, the contract amount is increased by \$3,500,000.00.

6. The contractor hereby releases the Government from any and all claims for adjustment which they may have had with respect to the Stop Work Order issued as a result of the GAO Protest.

7. Except as stated above, all other terms and conditions of the contract remain unchanged and in full force and effect.

*** END OF NARRATIVE A 016 ***

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9002AA	<div>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div>SERVICES LINE ITEM</div> <div>NOUN: HEXAVALENT CHROMIUM SECURITY CLASS: Unclassified PRON: X11GX170X1 PRON AMD: 01 ACRN: AA AMS CD: 31107180008</div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance</div> <div>DLVR SCH PERF COMPL</div> <div><div>REL CD QUANTITY DATE</div><div>001 0 31-JAN-2003</div></div> <div>\$ 3,500,000.00</div>		LO		\$ 3,500,000.00

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG STAT/	INCREASE/DECREASE		CUMULATIVE
ITEM	AMS CD	ACRN JOB ORD NO	PRIOR AMOUNT	AMOUNT	AMOUNT
9002AA	X11GX170X1	AA 2	\$ 0.00	\$ 3,500,000.00	\$ 3,500,000.00
	31107180008	1GXP01			
			NET CHANGE	\$ 3,500,000.00	

SERVICE	NET CHANGE	ACCOUNTING	INCREASE/DECREASE
NAME	BY ACRN	STATION	AMOUNT
Army	AA	21 12033000015R5R07P31107131E9 S20113	\$ 3,500,000.00
			NET CHANGE \$ 3,500,000.00

PRIOR AMOUNT		INCREASE/DECREASE	CUMULATIVE
OF AWARD		AMOUNT	OBLIG AMT
NET CHANGE FOR AWARD:	\$ 697,810,949.00	\$ 3,500,000.00	\$ 701,310,949.00